

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALBERT KOETSIER,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No.: 24-cv-00664

Judge Martha M. Pacold

Magistrate Judge Jeffrey Cole

DEFAULT JUDGMENT

This action having been commenced by Plaintiff ALBERT KOETSIER (“Koetsier” or “Plaintiff”) against the defendants identified on First Amended Schedule A, and using the Online Marketplace Accounts identified on the First Amended Schedule A (collectively, the “Defendant Internet Stores”), and Koetsier having moved for entry of Default and Default Judgment against the defendants identified on the First Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Koetsier having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Koetsier has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Koetsier's federally registered copyrights, which are protected by United States Copyrights Registration Nos. VA 2-335-293; VA 2-333-240; VA 2-335-297; VA 2-333-233; VA 2-333-776; VA 2-333-241; VA 2-333-777; VA 2-333-247; VA 2-335-306; VA 2-333-443; VA 2-333-224; VA 2-335-302; VA 2-333-775; VA 2-335-301; VA 2-333-237; VA 2-335-303; VA 2-335-305; VA 2-335-265; VA 2-333-234; VA 2-333-238; VA 2-335-294; VA 2-333-772; VA 2-335-264; VA 2-333-226; VA 2-333-440; VA 2-333-781; VA 2-333-220; VA 2-333-227; VA 2-333-229; VA 2-333-236; VA 2-333-231; VA 2-335-296; VA 2-333-778; VA 2-333-779; VA 2-333-235; VA 2-335-300; VA 2-333-222; VA 2-335-307; VA 2-333-445; and VA 2-335-266 (the "Albert Koetsier Works") to residents of Illinois. In this case, Koetsier has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Albert Koetsier Works. *See* Docket No. [17], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the

Albert Koetsier Works.

This Court further finds that Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. § 504).

Accordingly, this Court orders that Koetsier's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Final Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Albert Koetsier Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Albert Koetsier product or not authorized by Koetsier to be sold in connection with the Albert Koetsier Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Albert Koetsier product or any other product produced by Koetsier, that is not Koetsier's or not produced under the authorization, control, or supervision of Koetsier and approved by Koetsier for sale under the Albert Koetsier Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Koetsier, or are sponsored by, approved by, or otherwise connected with Koetsier; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or

inventory not manufactured by or for Koetsier, nor authorized by Koetsier to be sold or offered for sale, and which bear any of Koetsier's copyrights, including the Albert Koetsier Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platform such as Amazon Payments, Inc. ("Amazon"), Temu, LLC ("Temu"), ContextLogic, Inc. d/b/a Wish.com ("WISH") and Walmart Inc. ("Walmart"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Albert Koetsier Works; and
- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Albert Koetsier Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Albert Koetsier product or not authorized by Koetsier to be sold in connection with the Albert Koetsier Works.

3. Upon Koetsier's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with

Defaulting Defendants in connection with the sale of infringing goods using the Albert Koetsier Works.

4. Pursuant to 17 U.S.C. § 504(c)(2), Koetsier is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of infringing Albert Koetsier Works on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, WISH, Walmart, and, Temu, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Walmart, WISH, and Temu, are hereby released to Koetsier as partial payment of the above-identified damages, and Third Party Providers, including Amazon, Walmart, Temu, and, WISH, are ordered to release to Koetsier the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Koetsier has recovered full payment of monies owed to it by any Defaulting Defendant, Koetsier shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

8. In the event that Koetsier identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Koetsier may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Albert Koetsier and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Koetsier is hereby released to Koetsier or Plaintiff's counsel, Keith Vogt, Ltd., 33 West Jackson Boulevard, #2W, Chicago, Illinois 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Koetsier or Plaintiff's counsel.

This is a Default Final Judgment.

Date: March 21, 2024

/s/ Martha M. Pacold
United States District Judge

First Amended Schedule A

No.	Defendant
1	
2	Crystal Emotion
3	Onebyone
4	LEO BON
5	caoquyet
6	yijiusijiushandongkejiyouxiangongsi
7	Mili Electronic Commerce
8	LIU WENPEI
9	panai
10	ALAGEO
11	JUNSLONGDIWNKUAJINGDE
12	shulishop1
13	jianweishangdian
14	shirongxicheng
15	shanxianjingyuanjiancaijingyingbu
16	yingnvo
17	liyingyingsm
18	
19	Zheng Zhou Duo Jiu Shang Mao You Xian Gong Si
20	WMLIFE
21	Momo Costume
22	zengjuqidedianpu
23	CESGFC
24	CBSKNC
25	
26	cdxjjj
27	
28	ShanXiShuangYaWenHuaYiShuJiaoLiuYouXianGongSi
29	Aomike
30	Home Bedding Set
31	QueenKer
32	DOME-SPACE
33	Bilagawa
34	LUSWEET
35	ASNXC
36	WAIXINREN
37	GSAJ

38	
39	jinmeiml
40	jhkhk
41	
42	
43	Eloysiual Store
44	makaishangdian
45	YYDSFEIOU
46	TUAN ANH IXU
47	jiangchao123456
48	wangjing001
49	zhanglijunfa
50	caoxiandongshennuokejizixunjingyingbu
51	fjx
52	npkgvia
53	
54	
55	
56	Berdadyer
57	DDKK
58	
59	YuxuTeco.
60	Luwsldirr
61	hareruhosi
62	
63	
64	XingTaiMangChuangShangMaoYouXianGongSi
65	SUBESKING
66	JZBH
67	ZOE491
68	KUBSHYVC
69	
70	
71	
72	
73	
74	
75	ZuluKhia
76	Comdoit
77	bech-lukali
78	Bongua

79	hongmenghuaishangmao
80	Talkyo-US
81	
82	dou chang xian wang xiao bai huo dian
83	Yuannandianzishangwushanghang
84	Youmo Shop
85	nuoshewangluokeji
86	Microkrypton
87	liujun-Yong
88	dungstore
89	
90	
91	Claral
92	Lynn2021
93	zzzzhaojisidfgert
94	
95	jiujiangyongweifanshangmaoyouxiangongsi
96	lieri
97	sjwa
98	
99	Zhouyuanjuns
100	chenhuiliUK
101	LucKy_Store
102	NGUYEN XUAN THUY NO1
103	LavetoniA
104	CUONGFAKE
105	jiujiangguojiageishangmaoyouxiangongsi
106	xuyingdexiaodian
107	
108	
109	Creoate
110	flyingdragoninthesky
111	binchengqutangsihaozhenbaihuodian
112	HONG CHANG
113	zhijiangshiyekaishangmaoyouxiangongsi
114	guanyedianzishanghang
115	zhijiangshidetingshangmaoyouxiangongsi
116	ZhiJiangShiDaDaiShangMaoYouXianGongSi
117	SOUTHSKY-Sunflower
118	GENTLELQ

119	GSLZP
120	xiaoniuUS
121	Euphoriatata(From US)
122	Ometkay
123	
124	Snick Store
125	Olite shop
126	guang zhou bang ming
127	Huaqiao Textile Co., Ltd.
128	HOME Bedding
129	
130	Liyong Trading
131	
132	Tengzhuo
133	
134	
135	
136	
137	Fenghe
138	MUCHENGGIFT GROUP LTD
139	Eastjing
140	SOUTHSKY
141	KKJJ66
142	lubowitzwilber
143	Juntuo Business
144	SMENGDE
145	
146	OutletsOnline
147	Good little strong textile
148	
149	
150	Ao Hong
151	fujingonline
152	Full Beauty Nails
153	pengjiedianzishangwu
154	rongyidian